

Exhibit B

Affidavit of Matt Hughes

Defendant.

CIVIL ACTION NO. 2:17-cv-2195-PMD

4. The ownership, control, and management of the Franchise Hotel is governed by a Franchise Agreement, dated July 15, 2011, by and between Global Hospitality Licensing S.à r.l. (the “Franchisor”) and BH 5 S.p.A. (the “Franchisee”).

5. Marriott is not a party to the Franchise Agreement.

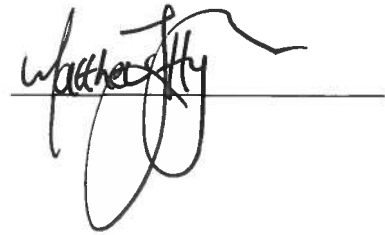
6. Marriott does not own, operate, control, or manage the Franchise Hotel or any part thereof.

7. Marriott does not hire, employ, compensate, or otherwise direct or control the actions of any of the Franchise Hotel’s employees.

8. Marriott does not have the right to control the day-to-day operations of the Franchise Hotel or its employees in their performance of duties relating to the same.

9. The Franchisee is an independent contractor and no partnership exists between Marriott and the Franchisee. The Franchisee is not an agent, legal representative, or employee of Marriott. The Franchisee is separate and apart from, and independent of, Marriott.

I declare under penalty of perjury that the foregoing is true and correct.



DATED: December 13, 2017
London, England